

<b>ORDER FOR SUPPLIES OR SERVICES</b>										PAGE 1 OF 13	
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W911XK-05-P-0044			2. DELIVERY ORDER/ CALL NO. W911XK		3. DATE OF ORDER/CALL (YYYYMMDD) 2005 May 23		4. REQ./ PURCH. REQUEST NO. W56MES-5110-8344		5. PRIORITY		
6. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT, USAED P.O. BOX 1027 DETROIT MI 48231-1027			7. ADMINISTERED BY (if other than 6)  <b>SEE ITEM 6</b>		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER  (See Schedule if other)						
9. CONTRACTOR SPECIFICATION STONE PRODUCTS INC NAME AND ADDRESS ROGER GLAWE 1010 US HIGHWAY 23 N ALPENA MI 49707-7125			FACILITY 0PYX6		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED				
					12. DISCOUNT TERMS		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15				
14. SHIP TO KEWAUNEE AREA OFFICE 124 NORTH MAIN STREET KEWAUNEE WI 54216			15. PAYMENT WILL BE MADE BY U S ARMY CORPS OF ENGINEERS FINANCE AND 5700 WASP AVENUE MILLINGTON TN 38054		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.						
16. TYPE OF ORDER		DELIVERY/ CALL		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.							
		PURCHASE		Reference your quote dated 2005 May 20 Furnish the following on terms specified herein. REF:							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED. SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE  See Schedule											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT		22. UNIT PRICE	
		SEE SCHEDULE								23. AMOUNT	
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA TEL: (313) 226-6421 EMAIL: Sharon.A.Lawrence@lre02.usace.army.m: BY: SHARON A LAWRENCE				25. TOTAL \$249,000.00		26. DIFFERENCES			
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS	
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PURCHASE OF ARMORED STONE TO BE DELIVERED TO STURGEON BAY/KEWAUNEE/ MILWAUKEE DOCK	10,000	Net Ton (2,000 LB)	\$24.90	\$249,000.00

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ACRN AA Funded Amount	\$249,000.00
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FOB: Destination

## Section C - Descriptions and Specifications

### SCOPE OF WORK

#### DESCRIPTION/SPECIFICATIONS FOR ARMOR STONE

##### Character and Quality of Armor Stone

- 1-1.1 The stone must be dense, sound, and free of cracks or fissures, not subject to loss of weight neither from abrasion nor to disintegration or breakage in handling or dumping. All stone shall be of a quality to ensure permanence of the structure in the climate in which it is to be used. The stone shall be durable, sound, and free from detrimental cracks, seams and other defects, which tend to increase deterioration from natural causes or cause breakage in handling and/or placing. It shall be highly resistant to weathering and disintegration under freezing and thawing, and wetting and drying conditions. It shall weight, when dry, not less than 140 pounds per solid cubic foot. It shall be free from flaws, which, in the judgment of the Contracting Officer, may develop into cracks upon exposure to the conditions to be encountered when placed as armor stone along harbor structures.
- 1-1.2 In general, granite, quartzite, rhyolite, trap rock and certain dolomitic limestone's, which meet the requirements of these specifications, will be accepted.
- 1-1.3 If any stone proposed by an offerer is not known by the Contracting Officer to be suitable for its purpose, suitability must be fully established to his satisfaction by the offerer. If such stone has heretofore been used in breakwater, shore protection, or other structures subject to storm and frost action, the location, history and conditions of such use shall be furnished by the offerer so that inspection and determination of suitability by the Contracting Officer may be made. Where the product of any quarry is know to have been used heretofore for structures similar to those herein specified, and has proved to be inadequate because of disintegration from frost, handling, storm action, or other natural causes, the offer proposing such quarry product will be considered only if in a manner which, in the opinion of the Contracting Officer will produce block stone in no way damaged or overstressed by blasting.
- 1-1.4 Where adequate service records, under conditions such as herein including petrographic analysis, specific gravity, abrasion, absorption, wetting or drying, freezing and thawing, and such other tests as may be considered necessary to demonstrate to the satisfaction of the Contracting Officer that the materials are acceptable for use in the work. All tests, if required, will be made by or under the supervision of the Government and at its expense. The offer or, if so requested by the Contracting Officer, shall furnish at his expense suitable representative samples of the stone proposed to be furnished for testing and approval prior to delivery of any such material on the dock as specified. Such samples shall be selected from the proposed source of supply as directed by the Contracting Officer. Stone actually furnished under the contract shall be of a quality at least as good, in the opinion of the Contracting Officer, as the samples furnished.

#### 2-1 Armor Stone Size

The greatest dimension of stone in no case shall be more than three (3) times the least dimension and preferably the pieces shall be as nearly cubical as practicable. Light, thin, or shaley stone will not be accepted. The inclusion of objectionable quantities of dirt, sand, clay and rock fines will not be permitted.

The stone furnished shall weigh between 3 tons and 6 tons each and shall be free of fines. Not less than 75% of the stone furnished shall consist of individual stones weighing from four to six tons each, averaging about five tons each. Individual stones weighing more than seven tons will not be accepted.

### 3-1 Stockpiling:

The stone shall be placed on the dock in such a manner to avoid damage to the stone and dock. At the Kewaunee Dock, care must be taken so that there is no damage to the concrete slab where the stone needs to be stockpiled. A 10 foot setback is required from the dock wall. The required setback at the Milwaukee Dock Wall will be a minimum of 30 feet. The Contractor will be required to stack the stone on the stockpiles as directed by the Government. The stockpile will be placed so that the stone can be easily accessed for future reloading on government barges.

### INSPECTION AND ACCEPTANCE

1. **INSPECTION:** The stone furnished hereunder will be inspected and tested at the Kewaunee, Sturgeon Bay and Milwaukee Docks for compliance with the provisions of these specifications by a representative of the Contracting Officer. The cost of all inspections and tests will be borne by the Government.

### ACCEPTANCE:

1. Acceptance of the stone for payment purposes will be made after each delivery of approximately 1,000 tons has been accepted and placed at the Government dock.
2. Formal acceptance of the material will be made at the Kewaunee, Sturgeon Bay and Milwaukee Docks after the material has been inspected and found to conform to contract requirements. Any stone found to be unacceptable under these specifications would be disposed of by and at the expense of the Contractor.

### DELIVERIES AND PERFORMANCE REQUIREMENTS

#### DELIVERY:

1. The stone shall be delivered to the destination set forth below with all transportation cost pre-paid. Any bid received on a basis other than FOB destination will be rejected as "non-responsive".

#### DESTINATION: NOTE: See Attached Maps

Kewaunee Dock, at the U.S. Army Corps of Engineers Yard in Kewaunee, Wis.

Quantity = 2,000 Ton

Sturgeon Bay Dock at the end of Barge Road on the South Side of the Sturgeon Bay Ship Channel in Sturgeon Bay, Wis.

Quantity = 7,000 Ton

Government Buoy Dock at 834 South Water Street in Milwaukee, Wis.

Quantity = 1,000 Ton

2. **TIME OF DELIVERY:** Delivery of the stone covered by this contract shall be made in lots of approximately 1,000 tons each, at such time as may be determined by the Contracting Officer. The Contractor will be given not less than ten (10) days advance notice of the date each lot of stone is required to be delivered to the storage site. It is expected that delivery of the first lot will be required on or about 15 June 2005.  
Delivery between 7:30 AM and 4:00 PM, Monday through Friday.  
Delivery of the stone covered by this contract shall be completed by 15 August 2005.
3. **WEIGHING:**
  - a. Payment will be made for the stone on the basis of weight in tons, 2,000 pounds. The weight of the stone furnished will be determined by the Contracting Officer, by water displacement of the barge or vessel delivering the stone to the Government. Displacement curve and table, which shows the load for

each inch of submergence, will be provided for the vessel delivering the stone. Two (2) copies of the curve and table will be furnished to the Government. Gage readings to determine the draft will be taken before and after loading the stone, and the difference in tonnage, thus found, that is the difference between displacements, load and light, will be used to determine the net weight to be paid for. All gage readings for determining the draft and displacement shall be taken in still water as close to the dock as possible. Such readings will be taken by the representative of the Contracting Officer. The Contractor is invited to be present, in person, or to be represented by an authorized agent while the draft of the vessel is being determined. A record of the displacement and the tonnage of stone accepted will be furnished to the Contractor within ten (10) days after the readings are taken.

- b. In case of rail delivery of stone, proper certification of car weights will ordinarily be accepted as a basis for determination of total contract payments provided the Contractor elects to obtain such weights and the stone is so stockpiled that the stone received in various loads can be identified. Such weights will be subject to check for substantial errors by water displacement as above specified. All charges incident to obtaining certificates or for re-weighing shall be borne by the Contractor. The Contractor shall furnish satisfactory evidence that the scales for weighing the stone have been inspected and found to be accurate by the State Bureau of Weights and Measures, or similar agency responsible for the inspection and adjustment of commercial weighing facilities.
- c. In case of truck delivery of stone, the method of measurement for determining the weight of stone materials delivered by truck shall be certified weigh bills provided by the contractor. Weigh bills and the scales used for weighing of trucks and materials contained therein shall be approved by the Contractor Officer.
- d. Other methods of determining weights, if used, shall be subject to approval of the Contracting Officer.

4. NOTIFICATION OF SHIPMENT: The Contractor shall coordinate all shipments of armor stone with a Government representative.

#### 2.1.2 Sources

##### 2.1.2.1 Listed Stone Material Sources

The following listed sources have been tested and/or have previously furnished materials that meets the quality requirements specified. Information for each of the listed sources is available for inspection and use by the Contractor in the Office of the Design Branch, Engineering and Planning Division, U.S. Army Corps of Engineers, Detroit District, 477 Michigan Avenue, McNamara Building, Detroit, Michigan. If a listed source is only qualified for certain types of material it is so noted.

- (1) Drummond Island Quarry, Drummond Island, Michigan.
  - (2) Cedarville Quarry of the Michigan Limestone Division of the U.S.X. Corporation, Cedarville, Michigan.
  - (3) Rogers City Quarry of Michigan Limestone Division of the U.S.X. Corporation, Rogers City, Michigan. (Qualifies for stone up to 1,000 pounds in weight.
  - )
  - (4) Inland Lime and Stone Quarry, near Manistique, Michigan.
  - (5) Marblehead Quarry, Marblehead, Ohio.
  - (6) Presque Island Quarry of Chemstone Corporation, Presque Isle, (Stoneport), Michigan. (Qualifies for stone up to 1,000 pounds in weight.
  - )
  - (7) Sherman Quarry, Pelkie, Michigan (Qualifies for stone up to 3 ton in weight.
  - (8) Woolery Quarry, Woolery Stone Company, Bloomington, Indiana.
  - (9) Reed Quarry, Bloomington Limestone Company, Bloomington, Indiana.
  - (10) University Quarry, Indiana Limestone Company, Bedford, Indiana.
  - (11) Adams Quarry, Indiana Limestone Company, Bedford, Indiana.
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- (12) Diehl Hollow Quarry, Indiana Limestone Company, Bedford, Indiana.
- (13) Walsh Quarry, Indiana Limestone Company, Bedford, Indiana.
- (14) PM & B Quarry, Indiana Limestone Company, Bedford, Indiana.
- (15) Victor Oolitic Quarry, Victor Oolitic Stone Company, Bloomington, Indiana.
- (16) Valders Quarry, "Middle Level," Valders, Wisconsin.
- (17) Independent Limestone Quarry, Clear Creek (Near Bloomington), Indiana.
- (18) Wallace Stone Company Quarry, Bayport, Michigan. (Qualifies for stone up to 1,000 pounds in weight.)
- (19) Sturgeon Bay Sand and Gravel Co., Sturgeon Bay, Wisconsin (Qualifies for stone up to 5 tons in weight.)
- (20) Materials Service Corporation Quarry, Thornton, Illinois. (Qualifies for stone up to 1,000 pounds in weight.)
- (21) Maybee Quarry, Stoneco Inc., Maybee, Michigan. (Qualifies for stone up to 1 ton in weight.)
- (22) Portage Stone Quarry, Portage (Wood County), Ohio, Stoneco Inc., Maumee, Ohio.
- (23) Ottawa Lake Quarry, Stoneco, Inc., Ottawa Lake, Michigan. (Qualifies for stone up to one (1) ton, shaley material unacceptable.)
- (24) Au Glaize Stone Quarry, Oakwood, Ohio, Maumee Stone Company.
- (25) Maumee Quarry, Stoneco Inc., Maumee, Ohio.
- (26) Silica Quarry, Sylvania, Ohio, of the France Stone Company, Toledo, Ohio.
- (27) Ida Quarry, Grape, Michigan, of the France Stone Company, Toledo, Ohio.
- (28) Sibley Quarry, Trenton, Michigan, of the Michigan Foundation Company, Trenton, Michigan. (Qualifies for stone up to 2 tons in weight.)
- (29) Rexton Quarry, Rexton, Michigan, of the Sand Products Corporation, Brevort, Michigan.
- (30) Middle Inlet Granite Quarry, Middle Inlet, Wisconsin.
- (31) Byran Dresser Trap Rock Quarry, Dresser, Wisconsin.
- (32) Scray's Quarry, DePere, Wisconsin. (Qualifies for stone up to 4 tons in weight.)

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LOCAL GUIDE SPEC'S FOR DIV. 02 --16 LOCAL02A

- (33) Rockwell Lime Company Quarry, Manitowoc, Wisconsin.  
(Qualifies for stone up to three (3) tons in weight from lower lift only.  
)
- (34) Vulcan Material Company Quarry, McCook, Illinois. (Qualifies for stone up to 1,000 pounds in weight.  
)
- (35) H.B. Hoadley Quarry, Bloomington, Indiana.
- (36) Mundt Quarry, Amberg, Wisconsin.
- (37) Dundee Quarry, Dundee Cement Company, Dundee, Michigan.
- (38) Greenleaf Quarry, Greenleaf, Wisconsin. (Qualifies for stone up to 1,800 pounds in weight.  
)
- (39) Franklin Quarry, Vulcan Materials Company, Milwaukee, Wisconsin. (Upper layer qualifies for stone up to one (1) ton in weight. In lower layer cherty material not acceptable, 6-inch maximum size.  
)
- (40) Roberts Road Quarry, Rockwood Stone Company, Rockwood, Michigan. (3rd lowest ledge.) (Qualifies for stone up to 100 pounds in weight.  
)
- (41) Monroe Quarry, France Stone Company, Monroe, Michigan. (Qualifies for stone up to 100 pounds in weight.  
)
- (42) Republic Mine Dump, Republic, Michigan.
- (43) Groveland Mine Dump, Randville, Michigan.
- (44) Lindberg's 480 Quarry, Sands, Michigan.
- (45) Cold Springs Quarry, Cold Springs, Minnesota.
- (46) Isle Quarry, Isle, Minnesota.
- (47) Lannon Quarry, Halquist Stone Co., Sussex, Wisconsin. (Qualifies for stone up to five (5) tons in weight.  
)
- (48) Sussex Quarry, Halquist Stone Co., Sussex, Wisconsin. (Qualifies for stone up to five (5) tons in weight.  
)
- (49) Sussex Quarry, Vulcan Materials Co., Milwaukee Wisconsin. (Qualifies for stone up to 1000 pounds in weight.  
)
- (50) LaFarge Quarry, Alpena, Michigan (Upper lift only)  
.
- (51) Ulland Rock Products, Ulland Bros., Duluth, MN.
- (52) Del Zotto Quarry, Del Zotto Manufacturing Co. Duluth, MN.



(53) Buckley Quarry, Wissota Sand and Gravel Co., Superior, WI.  
(54) Waterloo Quarry, Michels Materials Company Co., Waterloo,  
Wisconsin.  
(55) Mosinee (Cisler) Quarry, Mathy Construction Co., Mosinee,  
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Wisconsin.

(56) Tork Quarry, E. Kraemer & Sons, Wisconsin Rapids, Wisconsin.  
(57) Baraboo Quarry, Baraboo Quartzite Co., Baraboo, Wisconsin.  
(58) Klingemeyer Quarry, E. Kraemer & Sons, North Freedom, Wisconsin.  
(59) Long Lake Quarry (Formerly Straits Aggregate Quarry), Alpena, Michigan.  
(Stone containing Chert or Stylolites are unacceptable.  
Qualifies for acceptable stone up to Six (6) tons in weight.  
)

(60) Olson Brothers Quarry, Brule, Wisconsin. (Qualifies for stone up to 2 tons in weight.  
)  
(61) Peter Mitchell Mine, North Shore Mining Co., Babbitt, Minnesota.  
(62) Dodgeville No. 5 Mine Dump, Houghton, Michigan. (Qualifies for stone up to 100 pounds weight.  
)  
(63) Superior Sand and Gravel, Hancock, Michigan. (Qualifies for stone up to 250 pounds in weight.  
)  
(64) Hayton Quarry, Chilton, Wisconsin.  
(65) Grimms Quarry, Grimms, Wisconsin. (Qualifies for stone up to seven (7) tons in size.  
)  
(66) R.N.I.I. Inc. Quarry, Brussels, Wisconsin. (Qualifies for stone up to three (3) tons in size.  
)  
(67) Rockland Quarry, Rockland, Michigan. Penska Construction (Qualifies for stone up to one (1) ton in size.  
)  
(68) Havelka Quarry, Havelka Construction, Wallace, Michigan (Qualifies for stone up to 500 pounds in weight.  
)

#### 2.1.2.2 Bidding Requirement

Bids shall be based on obtaining stone from any of the sources listed by company name in the above Subparagraph titled "Listed Stone Material Sources". Bids shall not be based on non-listed sources.

Mr. Jim Bonetti, Chief, O & M Section, Kewaunee Area Office  
U.S. Army Corps of Engineers, 124 N. Main Street, Kewaunee, Wisconsin 54216  
Telephone Number: (920) 388-3720



Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

252.246-7000	Material Inspection And Receiving Report	MAR 2003
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## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	15-JUN-2005	10,000	KEWAUNEE AREA OFFICE 124 NORTH MAIN STREET KEWAUNEE WI 54216 FOB: Destination	

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082427 26000GB83J017760 NA 96203  
COST 000000000000  
CODE:  
AMOUNT: \$249,000.00

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.211-18	Variation in Estimated Quantity	APR 1984
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAY 2004
252.247-7023 Alt III	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002